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COPY
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June 10, 2015
U.S. District Court

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

SHARALYN WRIGHT,
Plaintiff,

vs.

UNUM LIFE INSURANCE COMPANY
OF AMERICA,
Defendant,

CASE NO. 3AN-15-_____

COMPLAINT

Comes now the Plaintiff, Sharalyn Wright, by and through counsel, and for her Complaint against the Defendant, states and alleges as follows:

1. This is an action to enforce the terms of a Disability Insurance Policies and for other equitable relief as is required to obtain such benefits.
2. Sharalyn Wright was at all times applicable to this complaint, and remains, a resident of the Third Judicial District, State of Alaska.
3. Defendant, UNUM Life Insurance Company of America, (hereinafter UNUM) is a foreign insurer, providing Short Term Disability (STD) and Long Term

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Disability (LTD) Insurance to employees of the State of Alaska through a payroll deduction Plan and is therefore subject to the jurisdiction of this court.

4. The STD and LTD benefits are provided by way of a Policy issued by UNUM who is also the STD & LTD Claims Administrator.
5. UNUM, as claims administrator, determines whether benefits are paid under the STD and LTD policy provisions.
6. UNUM has an inherent conflict of interest in its role as STD & LTD claims administrator, since any claims it approves are paid for out of UNUM's accounts.
7. Wright is a 59 year old former legislative aide who was entitled to disability benefits if she met the definition of disabled under the terms of the UNUM disability policy.
8. Under the terms of the disability policies issued by UNUM, a beneficiary was entitled to STD benefits after the 31st day of absence from work due to disability and LTD benefits after 180 days of absence from work due to disability, as defined under the UNUM disability policies.
9. Wright left work due to disability, as defined by the UNUM disability policies, on April 13, 2013 due a progressively worsening back condition.
10. Wright applied for disability benefits on 12/19/13, when it became obvious that she would not be able to return to work due to her disability.

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11. Wright's application for disability benefits was supported by her medical records and physician's opinions that she had a disabling back condition that had significantly worsened over a number of years.
12. In a February 17, 2014 letter, UNUM denied STD benefits to Wright, claiming that she did not meet the definition of disability under the terms of the UNUM disability policy. The letter provided that Wright could appeal that decision if he disagreed by filing an appeal within 180 days of the denial.
13. Wright requested and was granted an additional 45 days to submit her appeal by UNUM.
14. On September 19, 2014, Wright provided additional evidence to support her disability claim including: a vocational rehabilitation report finding her to be disabled and additional medical records.
15. On September 29, 2014, Wright provide additional evidence to support her disability claim including: a letter from her supervisor (Legislative House Speaker, Mike Chenault) describing how her disability prevented her from doing her job; a letter from her doctor confirming objective evidence of chronic back problems and advising a new back surgery had recently occurred, and other supportive medical records.

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16. On December 18, 2014, despite abundant evidence of Wright's disability having been provided in support of her claim, UNUM denied Wright's disability claim.
17. UNUM's decision was contrary to the terms of the disability policy, not supported by the evidence in the claims file.
18. Unum's decision to deny disability benefits to Wright constituted bad faith under the circumstances.

Wherefore, Plaintiff seeks the following relief from the court as follows:

1. A decision that Plaintiff is entitled to STD and LTD benefits under the Unum disability policies.
2. An award of past Disability benefits to the Plaintiff in an amount to be determined by the Court, plus continuing disability benefits under the UNUM disability policies.
3. An Order requiring UNUM to re-establish Plaintiff's eligibility under any other UNUM benefit plan that continues for disabled employees, retroactive to 4/13/13.
4. Injunctive Relief requiring such action that is necessarily required to assure payment of the past due and owing disability benefits to Plaintiff and continuation of disability benefits into the future so long as Plaintiff is disabled

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under the terms of the UNUM disability Plans and reinstatement of Plaintiff's eligibility for other benefits paid to disability benefits recipients.

5. An award of punitive damages to the extent permitted under the facts and law applicable to his matter.
6. Costs, Interest and Attorneys fees and other equitable relief as the court deems just.

DATED THIS 4th DAY OF March, 2015.

FLANIGAN & BATAILLE
ATTORNEYS FOR PLAINTIFF

- *George M Kopolchok*
for Michael W. Flanigan
Alaska Bar No. #7710114

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